

PRODUCER'S CODE	NAME AND LOCATION	PREVIOUS POLICY NUMBER	POLICY PREFIX AND NUMBER
NEW YORK - PROC.			XLX-120-29-30
COVERAGE PROVIDED BY COMPANY HEREIN 01 FIREMAN'S FUND 1B THE AMERICAN 02 NATIONAL SURETY			
ITEM 1. INSURED'S NAME AND ADDRESS (NO., STREET, TOWN, COUNTY, STATE)			
DESTROYED DATE 4/4/21			
POLICY PERIOD:			
ITEM 2. EXPIRATION (MO., DAY, YR.)			
EXPIRATION (MO., DAY, YR.) 12/31/00			
ITEM 3. LIMIT OF LIABILITY:			
EACH OCCURRENCE		AGGREGATE	
\$1,000,000		\$1,000,000	
ITEM 4. UNDERLYING INSURANCE LIMIT OF LIABILITY			
EACH OCCURRENCE		AGGREGATE	
\$1,000,000		\$1,000,000	
ITEM 5. PREMIUM BASIS		ITEM 6. ADVANCE PREMIUM & ANNUAL MINIMUM PREMIUM	
THE COMPANY OF CANCELLATION BY THE NAMED INSURED, THE COMPANY SHALL RECEIVE AND MINIMUM PREMIUM		ADVANCE PREMIUM ANNUAL MINIMUM PREMIUM	
ITEM 7. RULE OF UNDERLYING INSURANCE			
FOLLOWING FORM BLANKET EXCESS LIABILITY POLICY The Company designated above, a stock insurance company, (herein called the Company) agreed with the insured, named in the declarations made a part hereof, in consideration of the payment of premium, and in reliance upon the statements in the declarations and subject to the limits of liability, conditions, and other terms of this policy:			
<b>INSURING AGREEMENTS</b> 1. Coverage. To indemnify the insured for the insured's ultimate net loss in excess of the insurance afforded under the Blanket Excess Liability or "Umbrella" policies specified in Item 7 of the Declarations, hereafter called underlying insurance, in full force and effect at the inception of this policy, provided that the insurance for injury to or destruction of property under this policy and underlying policies shall not apply except as respects injury to or destruction of corporate property, including loss of use thereof. 2. Limit of Liability. The Company shall be liable only for the limit of liability stated in Item 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurance policy or policies as stated in the declarations of this policy. The limit of the liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under said policy or policies, the limit or limits of liability under said policy or policies shall be the limit or limits of liability under said policy or policies during this policy period, this			
policy shall in the event of reduction apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy. 3. Policy Period. This policy applies only to occurrences which take place during the policy period. <b>DEFINITIONS</b> "Ultimate net loss" means all sums actually paid, or which the insured is legally obligated to pay, as damages in settlement or satisfaction of claims or suits for which insurance is afforded by this policy, after proper deduction of all recoveries or savings. <b>CONDITIONS</b> 1. Maintenance of Primary Insurance. The insured warrants, and it is a condition of this policy, that at the inception of this policy, insurance afforded by the underlying policies of insurance (applied on account of)			
COUNTERSIGNATURE DATE		COUNTERSIGNATURE OF AUTHORIZED AGENT	
7/27/00			

BLANKET EXCESS LIABILITY POLICY (FOLLOWING FORM) 5902-272

**DEFENDANT'S  
EXHIBIT**

FFICSC Exh. 9(a)

Certain Insurers Tr. Ex.30

C.I.-00473

FFICSC 000113

12 11 07 020 KAREN E. GERRARD INC. NEW 7-00-XLX-120 29 30

CO.  
01 COVERAGE PROVIDED 01 FIREMAN'S FUND  
IN COMPANY DESIGNATED BY NUMBER 18 THE AMERICAN  
07 NATIONAL SURETY

ITEM 1. INSURED'S NAME AND ADDRESS (NO., STREET, TOWN, COUNTY, STATE)

W. R. Grace & Co.  
1114 Avenue of Americas,  
New York, New York 10036

POLICY PERIOD:

6/30/76

6/30/77

ITEM 2. INCEPTION (MO. DAY YR.) EXPIRATION (MO. DAY YR.)  
12 01 A.M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN.

AGENT  
PLEASE SHOW  
RATE OF  
COMMISSION

ITEM 3. LIMIT OF LIABILITY:		EACH OCCURRENCE P/O 25,000,000	
: 2,000,000 ✓		AGGREGATE Quota Share	
: 2,000,000			
ITEM 4. UNDERLYING INSURANCE LIMIT OF LIABILITY			
: 75,000,000 ✓		EACH OCCURRENCE	
: 75,000,000		AGGREGATE	
ITEM 5. PREMIUM BASIS		ITEM 6. ADVANCE PREMIUM: \$ 2,000	
: Flat Charge		ANNUAL MINIMUM PREMIUM: \$ 3,000	
IN THE EVENT OF CANCELLATION BY THE NAMED INSURED THE COMPANY SHALL RECEIVE AND RETAIN NOT LESS THAN \$ 400.			
ITEM 7. SCHEDULE OF UNDERLYING INSURANCE:			
As on file with Company			

#### FOLLOWING FORM BLANKET EXCESS LIABILITY POLICY

The Company designated above, a stock insurance company, (herein called the Company) agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

#### INSURING AGREEMENTS

1. Coverage. To indemnify the insured for the insured's ultimate net loss in excess of the insurance afforded under the Blanket Excess Liability or "Umbrella" policies specified in Item 7 of the Declarations, hereafter called underlying insurance, in full force and effect at the inception of this policy, provided that the insurance for injury to or destruction of property under this policy and underlying policies shall not apply except as respects injury to or destruction of corporeal property, including loss of use thereof.

2. Limit of Liability. The Company shall be liable only for the limit of liability stated in Item 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurance policy or policies all as stated in the declarations of this policy. The limit of the liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under said underlying policy or policies solely by reason of losses paid thereunder on account of occurrences during this policy period, this

policy shall in the event of reduction, apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy.

3. Policy Period. This policy applies only to occurrences which take place during the policy period.

#### DEFINITIONS

"Ultimate net loss" means all sums actually paid or which the insured is legally obligated to pay as damages in settlement or satisfaction of claims or suits for which insurance is afforded by this policy, after proper deduction of all recoveries or savings.

#### CONDITIONS

1. Maintenance of Primary Insurance. The insured warrants and it is a condition of this policy, that at the inception of this policy insurance afforded by the underlying policies of insurance apply.

(Continued on Page Two)

COUNTERSIGNATURE DATE

7/1/76

COUNTERSIGNATURE OF AUTHORIZED AGENT

BLANKET EXCESS LIABILITY POLICY (FOLLOWING FORM) 7-00-XLX-120 29 30  
PRODUCER'S COPY

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ing as excess over various policies of primary insurance) with combined limits of liability for said underlying insurance stated in Item 4 of the Declarations, or renewals or replacements thereof not affording coverages other than those at inception of this policy, shall be maintained in full effect during the period of this policy, except for reduction of aggregate limits solely as a result of payment of claims arising out of occurrences during this policy period. Such underlying insurance is not maintained in full effect by the Insured or if there is any change in the scope of coverage under any underlying insurance, the insurance afforded by this policy shall apply in the same manner as though such underlying policies had been so maintained and unchanged.

The insurance afforded by this policy is subject to the same warranties, terms (including the terms used to describe the application of the limits of liability), conditions and exclusions as are contained in the underlying insurance on the effective date of this policy, except, unless otherwise specifically provided in this policy, any such warranties, terms, conditions or exclusions relating to premium, the obligation to investigate and defend, the amount and limits of liability, and any renewal agreement.

2. Notice of Occurrence. The Insured shall immediately advise the Company of any occurrence or disaster which will probably result in liability under this policy. The Company shall, nevertheless, be called upon to assume charge of the settlement or defense of any claims made, or suits brought, or proceedings instituted against the Insured, but shall have the right and opportunity to be associated with the Insured in the defense and trial of any such claims, suits or proceedings relative to any occurrence which, in the opinion of the Company, may create liability on the part of the Company under the terms of the policy. If the Company avails itself of such right and opportunity, the Insured and the Company shall cooperate in all respects so as to effect a final determination of the claim or claims.

3. Payment of Loss. It is a condition of this policy that the insurance afforded under this policy shall apply only after all underlying insurances have been exhausted. Upon final determination by settlement award or verdict of the liability of the Insured, the Company shall promptly pay the Insured as the Insured shall pay, or be required to pay, the amount of any losses falling within the terms or limits of this insurance. All losses covered under this policy shall be due and payable by the Company within 30 days after the date of the loss. The Company shall not be liable for any loss or damage which is not covered by this policy. The Company shall not be liable for any loss or damage which is not covered by this policy. The Company shall not be liable for any loss or damage which is not covered by this policy.

4. Payment of Expenses. Loss expenses and legal expenses, including court costs and interest, if any, which may be incurred by the

Insured with the consent of the Company in the adjustment or defense of claims, suits or proceedings shall be borne by the Company and the Insured in the proportion that each party's share of loss bears to the total amount of said loss. Loss expense hereunder shall not include salaries and expense of the Insured's employees incurred in investigation, adjustment and litigation.

5. Appeal. In the event the Insured or any underlying insurer elects not to appeal a judgment in excess of the amount of the underlying insurance, the Company may elect to appeal at its expense and shall be liable for the expenses incidental thereto, but in no event shall the liability of the Company for ultimate net loss exceed the amount set forth in the policy plus the expenses incidental to such appeal.

6. Subrogation. In the event of any payment of this policy, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

Any amount recovered as subrogation shall be apportioned in the inverse order of payment of loss to the extent of actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the Company, the Company shall bear the expenses thereof.

7. Premium. The premium for this policy shall be computed upon the basis stated in the Declarations. The advance premium stated in the Declarations, unless otherwise specified is an estimated premium only. Upon termination of this policy the earned premium shall be computed and if the earned premium is more than the advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unearned portion, subject to the annual minimum premium stated in the Declarations for each twelve months of the policy period, and subject further to the policy minimum premium, as stated in the Declarations.

8. Cancellation. This policy may be cancelled by either party upon 30 days' notice in writing to the other stating the date cancellation shall be effective. If cancellation is at the request of the Insured, the Insured shall pay the premium for the period of cancellation. If cancelled by the Company, adjustment shall be made for the unearned portion of the premium. However, in the event of cancellation or termination of this policy, the Insured shall be liable for the unearned portion of the premium for the period of cancellation. Notice shall be given to the Insured at the address shown in the Declarations. Payment of tender of unearned premium is not a condition of cancellation.

### NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(BROAD FORM)

It is agreed that the policy does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

(a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, operated by or on behalf of, an insured or (2) has been dispersed therefrom;

(b) nuclear material is contained in spent fuel or waste at time possessed, handled, used, processed, stored, transported, disposed of by or on behalf of an insured; or

(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

III. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating

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C.I. -00474

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ing as express over various policies of primary insurance) with contained limits of liability for said underlying insurance stated in Item 4 of the Declarations or renewals or replacements thereof not affording coverages other than those at inception of this policy, shall be maintained in full effect during the period of this policy, except for reduction of aggregate limits solely as a result of payment of claims arising out of occurrences during this policy period. Such underlying insurance is not maintained in full effect by the end or if there is any change in the scope of coverage under underlying insurance, the insurance afforded by this policy shall apply in the same manner as though such underlying policies had been so maintained and unchanged.

The insurance afforded by this policy is subject to the same warranties, terms (including the terms used to describe the application of the limits of liability), conditions and exclusions as are contained in the underlying insurance on the effective date of this policy, except, unless otherwise specifically provided in this policy, any such warranties, terms, conditions or exclusions relating to premium, the obligation to investigate and defend, the amount and limits of liability, and any renewal agreement.

2. **Notice of Occurrence.** The Insured shall immediately advise the Company of any occurrence or disaster which will probably result in liability under this policy. The Company shall not, however, be called upon to assume charge of the settlement or defense of any claims made, or suits brought, or proceedings instituted against the Insured, but shall have the right and opportunity to be associated with the Insured in the defense and trial of any such claims, suits or proceedings relative to any occurrence which, in the opinion of the Company, may create liability on the part of the Company under the terms of the policy. If the Company avails itself of such right and opportunity, the Insured and the Company shall cooperate in all respects so as to effect a final determination of the claim or claims.

3. **Payment of Loss.** It is a condition of this policy that the insurance afforded under this policy shall apply only after all underlying insurance has been exhausted. Upon final determination by settlement, award or verdict of the liability of the Insured, the Company shall promptly pay the Insured as the Insured shall pay, or be required to pay, the amounts of any losses falling within the terms or limits of this insurance. All losses covered under this policy shall be due and payable by the Company within 30 days after they are respectively claimed and proof of loss filed with the Company in conformity with this policy. Bankruptcy or insolvency of the Insured shall not relieve the Company of any of its obligations under.

**Payment of Expenses.** Loss expenses and legal expenses, including court costs and interest, if any, which may be incurred by the

Insured with the consent of the Company in the adjustment or defense of claims, suits or proceedings shall be borne by the Company and the Insured in the proportion that each party's share of loss bears to the total amount of said loss. Loss expenses hereunder shall not include salaries and expenses of the Insured's employees incurred in investigation, adjustment and litigation.

5. **Appeal.** In the event the Insured or any underlying insurer elects not to appeal a judgment in excess of the amount of the underlying insurance, the Company may elect to appeal at its expense and shall be liable for the expenses incidental therein, but in no event shall the liability of the Company for ultimate net loss exceed the amount set forth in the policy plus the expenses incidental to such appeal.

6. **Subrogation.** In the event of any payment of this policy, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

Any amount recovered as subrogation shall be apportioned in the inverse order of payment of loss to the extent of actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the Company, the Company shall bear the expenses thereof.

7. **Premium.** The premium for this policy shall be computed upon the basis stated in the Declarations. The advance premium stated in the Declarations, unless otherwise specified is an estimated premium only. Upon termination of this policy the earned premium shall be computed and if the earned premium is more than the advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unearned portion, subject to the annual minimum premium stated in the Declarations for each twelve months of the policy period, and subject further to the policy minimum premium as stated in the Declarations.

8. **Cancellation.** This policy may be cancelled by either party upon 30 days' notice in writing to the other stating the date cancellation shall be effective. If cancellation is at the request of the Insured, adjustment of premium shall be at short rate, and if cancelled by the Company, adjustment shall be made pro rata. However, in the event of cancellation or termination of the underlying insurance, this policy shall cease to apply at the same time without notice to the Insured. Notice shall be given by the Company to the Insured at the address shown in the declarations. Payment or tender of unearned premium is not a condition of cancellation.

### NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(BROAD FORM)

It is agreed that the policy does not apply:

I. **Under any Liability Coverage, to injury, sickness, disease, death or destruction**

(a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. **Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if**

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

(b) the nuclear material is contained in spent fuel or waste at the nuclear facility and is not transported, stored, transported, stored or disposed of as waste, or an insured, or

(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

III. **As used in this endorsement:**

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means and fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation of any person or organization at any nuclear facility included within the definition of nuclear facility under paragraph (a), or (1); thereof;

"nuclear facility" means

(a) any nuclear reactor;

(b) any equipment or facility, whether or not, at any nuclear facility.

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the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste, (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235, (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

IN WITNESS WHEREOF, FIREMAN'S FUND INSURANCE COMPANY has caused this Policy to be signed by its President and Secretary but this Policy shall not be valid unless countersigned by a duly authorized Agent of the Company.

*J. Benedict*

SECRETARY

*Myron New Bain*

PRESIDENT

FINAL PAGE

C.I.-00475

FFICSC 000117

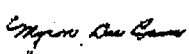
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#1

**Architects, Engineers or Surveyors-Professional Liability Exclusion**

It is agreed that this policy shall not apply to any liability arising out of any professional services performed by or for the insured, including, but not limited to

- (a) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and
- (b) supervisory, inspection or engineering services.

<small>POLICY NUMBER</small>	<small>INSURED</small>	<small>EFFECTIVE</small>
XLX-120 29 30	W. R. Grace & Co.	6/30/76
<small>FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY</small>		<small>PRODUCER</small>
 <small>W. R. GRACE &amp; CO.</small>		
<small>100000.00 SETS</small>		

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☐ ADDITIONAL PREMIUM  
☐ RETURN PREMIUM

# ENTRY INSTRUCTIONS—CODE ALL ENTRIES TO MANAGEMENT RESPONSIBILITY 92

NOTE—IF COLUMN (2) IS NOT COMPLETED BY UNDERWRITERS, ENTRY DEPT. IS TO CALCULATE AND CODE THE AMOUNT TO BE CDED TO TREATY AT THE PERCENT SHOWN UNDER TREATY # IN COL. 12 UNLESS BLOCKED XXX

U/P		CLASS	MINOR CLASS	(1) TO PRODUCER COMMISSION		(2) TO E.R. SR. TREATY B.D. 902-55-08 5% OF COLUMN 11 UNLESS XXX BELOW COMMISSION		(3) TO FACULTATIVE REINS. PRPD. 100% OF PREM. BELOW COMM TO FFA %	
MISC.	701	8999	01 MECH RIDE 04 ANIM RIDE 07 SR HOME 00 OTHER 02 BICYCLES 03 DAY MUR 06 SPORT GAL 05 BICYCLES 08 BALON 09 SKATING	BI 52-53	PD 54-55	BI 50-51	PD 54-55	BI 53-54	PD 54-55
		8523	01 DET AGENCY 02 TRAVELER 03 OTHER MISC	BI 53-54	PD 54-55	BI 53-54	PD 54-55	BI 53-54	PD 54-55
		0708	01 RAIN 02 PROD W/DRAW 03 CONTACT 04 NON APP 05 TWIN 06 07 08 09 OTHER	XXX	22-09	XXX	22-09	XXX	22-30
		8400	01 BUNDBERSHOOT	XXX	21-40	XXX	21-40	XXX	XXX
E & O	702	78110	01 ADVERTISERS 02 ADVERTISING AGENCY	BI 53-57	XXX	BI 53-57	XXX	BI 53-57	XXX
		48808	03 RADIO 04 TELEVISION	BI 53-57	XXX	BI 53-57	XXX	BI 53-57	XXX
		73900	05 CR BUR 06 SGP 17 CEE 18 E.FIN 19 E.DINERS 08 MAG-0 10 BAFER 16 EATIN	BI 53-57	XXX	BI 53-57	XXX	BI 53-57	XXX
		MANUAL CLASS	MALPRACTICE PHYSICIAN-SURGEON-DENTIST	BI 53-57	XXX	BI 53-57	XXX	BI 53-57	XXX
	MANUAL CLASS	MALPRACTICE ALL OTHER	BI 53-57	XXX	BI 53-57	XXX	BI 53-57	XXX	
APPLICABLE 701-702				POLICY LIMITS		POLICY LIMITS		POLICY LIMITS	
ORDINARY EXCESS	7030	01 LPS 02 LOG 03 BUMP 04 TRUCKING 05 EMERGENCY 06 OTHERS	BI 42-41	PD 44-41	BI 42-41	PD 44-41	BI 42-41	PD 44-41	
	5000	01 BUS 02 TAXI 03 LIVERY 04 OTHER	BI 43-41	PD 44-41	BI 43-41	PD 44-41	BI 43-41	PD 44-41	
	01362	01 PUB BLD 02 HOTELS 03 APTS 04 OTHER	BI 53-53	PD 54-53	BI 53-53	PD 54-53	BI 53-53	PD 54-53	
	97778	05 ALL M & C	BI 53-53	PD 54-53	BI 53-53	PD 54-53	BI 53-53	PD 54-53	
	97777	06 ALL PRODUCTS	BI 53-53	PD 54-53	BI 53-53	PD 54-53	BI 53-53	PD 54-53	
	97774	01 CPA 02 ARCHS, ENG 03 LAWYERS 04 OTHERS 05 MEDICAL	BI 53-57	XXX	BI 53-57	XXX	BI 53-57	XXX	
	97900	BURGLARY EXCESS CODE 2	XXX	53-44	XXX	53-44	XXX	53-44	
	97774	01 CPA 02 ARCHS, ENG 03 LAWYERS 04 OTHERS 05 MEDICAL	BI 53-57	XXX	BI 53-57	XXX	BI 53-57	XXX	
EXCESS POLICY LIMITS				EXCESS POLICY LIMITS		EXCESS POLICY LIMITS		EXCESS POLICY LIMITS	
SUPERCOVER	7020	01 LPS 02 LOG 03 BUMP 04 TRUCKING 05 EMERGENCY 06 OTHERS	BI 42-41	PD 44-41	BI 42-41	PD 44-41	BI 42-41	PD 44-41	
	5000	01 BUS 02 TAXI 03 LIVERY 04 OTHER	BI 43-41	PD 44-41	BI 43-41	PD 44-41	BI 43-41	PD 44-41	
	01362	01 PUB BLD 02 HOTELS 03 APTS 04 OTHER	BI 53-53	PD 54-53	BI 53-53	PD 54-53	BI 53-53	PD 54-53	
	97778	05 ALL M & C	BI 53-53	PD 54-53	BI 53-53	PD 54-53	BI 53-53	PD 54-53	
	97777	06 ALL PRODUCTS	BI 53-53	PD 54-53	BI 53-53	PD 54-53	BI 53-53	PD 54-53	
	97774	01 CPA 02 ARCHS, ENG 03 LAWYERS 04 OTHERS 05 MEDICAL	BI 53-57	XXX	BI 53-57	XXX	BI 53-57	XXX	
	97900	BURGLARY EXCESS CODE 2	XXX	53-44	XXX	53-44	XXX	53-44	
	97774	01 CPA 02 ARCHS, ENG 03 LAWYERS 04 OTHERS 05 MEDICAL	BI 53-57	XXX	BI 53-57	XXX	BI 53-57	XXX	
EXCESS POLICY LIMITS				EXCESS POLICY LIMITS		EXCESS POLICY LIMITS		EXCESS POLICY LIMITS	



**FIREMAN'S FUND**  
AMERICAN INSURANCE COMPANIES  
MARK ADDRESS: SAN FRANCISCO

**EXCESS & SPECIAL RISKS  
INSTRUCTIONS FOR  
POLICYWRITING & CODING**

**TO: POLICYWRITING** USE NUMBER 2110

☒ NEW ☐ RENEWAL ☐ ENDORSEMENT ☐ CANCELLATION

PRODUCTION CODE NO.                      PRODUCER NAME                      EFFECTIVE DATE                     

NAMED INSURED ADDRESS                      LOCATION                     

W. R. BAKER & CO.

☒ USE POLICY FORM See Attached

☐ USE ENDORSEMENT FORM

☐ USE CERTIFICATE FORM

☐ PER FORM ATTACHED

**COPIES:** ☐ PRE-CARBONIZED FORM ☒ ORIGINAL PROCESSING CENTER AGENT, UNDERWRITER, B.O., AUDIT EXTRA

☐ SIGN ORIGINAL ☐ ORDER CREDIT REPORT ☐ ORDER

**DISTRIBUTE:**

- ☐ SEND ORIGINAL AND AGENTS COPY TO AGENT
- ☐ SEND ORIGINAL, AGENTS AND B.O. COPIES TO:

MR.                      E & SR REPRESENTATIVE

B.O.                     

- ☐ SEND ALL COPIES EXCEPT UNDERWRITING COPY TO:

MR.                      E & SR REPRESENTATIVE

B.O.                     

- ☐ RETURN ☐ UNDERWRITING COPY TO E & SR DEPARTMENT
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☒ RETURN ALL WORK TO: Carol Sanchez

☐ OTHER                     

**TO: ENTRY DEPARTMENT — SPECIAL INSTRUCTIONS ON REVERSE SIDE**

C.I.-00478

FFICSC 000120



~~C.I. -00479~~

# BLANKET EXCESS LIABILITY POLICY (FOLLOWING FORM)

Coverage is provided in the Company designated by number, a stock insurance Company (herein called the Company)

## DECLARATIONS

1. INSURED'S NAME AND ADDRESS (NO., STREET, TOWN, COUNTY, STATE)



01 FIREMAN'S FUND  
INSURANCE COMPANY SAN FRANCISCO, CALIFORNIA  
18 THE AMERICAN  
INSURANCE COMPANY PASADENA, NEW JERSEY  
07 NATIONAL SURETY  
CORPORATION CHICAGO, ILLINOIS  
13 ASSOCIATED INDEMNITY  
CORPORATION SAN FRANCISCO, CALIFORNIA  
15 AMERICAN AUTOMOBILE  
INSURANCE COMPANY CRIVE COEUR, MISSOURI

POLICY PERIOD:

ITEM 2. INCEPTION (MO, DAY YR.) EXPIRATION (MO, DAY YR.)  
1201 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN.

ITEM 3.	LIMIT OF LIABILITY:		EACH OCCURRENCE
	\$		AGGREGATE
ITEM 4.	UNDERLYING INSURANCE LIMIT OF LIABILITY		
	\$		EACH OCCURRENCE
	\$		AGGREGATE
ITEM 5.	PREMIUM BASIS	ITEM 6.	ADVANCE PREMIUM: \$
	\$		ANNUAL MINIMUM PREMIUM: \$
THE EVENT OF CANCELLATION BY THE NAMED INSURED, THE COMPANY SHALL RECEIVE AND RETAIN NOT LESS THAN \$			
THE POLICY MINIMUM PREMIUM.			
7. SCHEDULE OF UNDERLYING INSURANCE:			

## FOLLOWING FORM BLANKET EXCESS LIABILITY POLICY

The Company designated above, a stock insurance company, (herein called the Company) agrees with the Insured, named in the declarations made a part hereof, in consideration of the payment of premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

### INSURING AGREEMENTS

1. Coverage. To indemnify the Insured for the Insured's ultimate net loss in excess of the insurance afforded under the Blanket Excess Liability or "Umbrella" policies specified in Item 7 of the Declarations, hereafter called underlying insurance, in full force and effect at the inception of this policy, provided that the insurance for injury to or destruction of property under this policy and underlying policies shall not apply except as respects injury to or destruction of corporeal property, including loss of use thereof.

2. Limit of Liability. The Company shall be liable only for the limit of liability stated in Item 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurance policy or policies as stated in the declarations of this policy. The limit of the liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained or the result of any one occurrence, provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under said underlying policy or policies solely by reason of losses paid hereon account of occurrences during this policy period, this

policy shall in the event of reduction, apply as excess of the reduced limit of liability hereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy.

3. Policy Period. This policy applies only to occurrences which take place during the policy period.

### DEFINITIONS

"Ultimate net loss" means all sums actually paid, or which the Insured is legally obligated to pay, as damages in settlement or satisfaction of claims or suits for which insurance is afforded by this policy, after proper deduction of all recoveries or salvage.

### CONDITIONS

1. Maintenance of Primary Insurance. The Insured warrants, and it is a condition of this policy, that at the inception of this policy, insurance afforded by the underlying policies of insurance (apply-

(Continued on Page Two)

COUNTERSIGNATURE DATE	COUNTERSIGNATURE OF AUTHORIZED AGENT
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PAGE ONE

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